

Article - Real Property

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§8A-1702.

(a) (1) A resident under any lease or someone holding under him, who shall unlawfully hold over beyond the termination of the rental agreement, shall be liable to the park owner for the actual damages caused by the holding over.

(2) The damages awarded to a park owner against the resident or someone holding under him, may not be less than the apportioned rent for the period of holdover at the rate under the rental agreement.

(3) Any action to recover damages under this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over the amount in issue.

(4) Nothing contained herein is intended to limit any other remedies which a park owner may have against a holdover resident under the rental agreement or under applicable law.

(b) (1) Where any interest in property shall be leased for any definite term or at will, and the park owner shall desire to repossess the property after the expiration of the term for which it was leased and shall give notice in writing 1 month before the expiration of the term or determination of the will to the resident or to the person actually in possession of the property to remove from the property at the end of the term, and if the resident or person in actual possession shall refuse to comply, the park owner may make complaint in writing to the District Court of the county where the property is located. The court shall issue its summons to the resident or person in possession that he appear on a day stated in the summons before the court to show cause (if any he have) why restitution of the possession of the estate leased should not be made to the park owner. Upon the failure of either of the parties to appear before the court on the day stated in the summons, the court may continue the case to a day not less than 6 nor more than 10 days after the day first stated and notify the parties of the continuance.

(2) If upon hearing the parties, or in case the resident or person in possession shall neglect to appear after the summons and continuance the court shall find that the park owner had been in possession of the leased property, that the said lease or estate is fully ended and expired, that due notice to quit as aforesaid had been given to the resident or person in possession and that he had refused so to do, the court shall thereupon give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the

respective counties commanding him forthwith to deliver to the park owner possession thereof in as full and ample manner as the park owner was possessed of the same at the time when the leasing was made, and shall give judgment for costs against the resident or person in possession so holding over. Either party shall have the right to appeal therefrom to the circuit court for the county within ten days from the judgment. If the resident appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that he will prosecute the appeal with effect and well and truly pay all rent in arrears and all costs in the case before the District Court and in the appellate court and all loss or damage which the park owner may suffer by reason of the resident's holding over, including the value of the premises during the time he shall so hold over, then the resident or person in possession of said premises may retain possession thereof until the determination of said appeal. The appellate court shall, upon application of either party, set a day for the hearing of the appeal, not less than 5 nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or his counsel at least 5 days before the hearing. If the judgment of the District Court shall be in favor of the park owner, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(3) The provisions of this section shall apply to all cases of tenancies from year to year, tenancies of the month and by the week. In case of tenancies from year to year, notice in writing shall be given 3 months before the expiration of the current year of the tenancy, and in monthly or weekly tenancies, a notice in writing of 1 month, shall be so given; and the same proceeding shall apply, so far as may be, to cases of forcible entry and detainer.

(4) When the resident shall give notice by parole to the park owner or to his agent or representatives, at least 1 month before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least 3 months' notice in all cases of tenancy from year to year, of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the park owner, his agent, or representative shall prove the notice from the resident by competent testimony, it shall not be necessary for the park owner, his agent or representative to provide a written notice to the resident, but the proof of such notice from the resident as aforesaid shall entitle the park owner to recover possession of the property hereunder.

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